

STATE OF GEORGIA
COUNTY OF BARROW

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ANGELA WATSON
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COURT
OCONEE COUNTY

**DECLARATION OF COVENANTS FOR
LEE RIDGE SUBDIVISION
&
PEBBLE CREEK SUBDIVISION**

THIS DECLARATION, made on the date hereinafter set forth by Land Star Development, LLC, a Georgia corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Oconee County, Georgia, and being all of that tract or parcel of land as depicted and shown on a Plat for Lee Ridge Subdivision as per Plat recorded in Plat Book 36, Pages 467-469, Oconee County, Georgia records, and on a Plat for Pebble Creek Subdivision as per Plat recorded in Plat Book ~~37~~, Pages ~~97-200~~, Oconee County, Georgia records, which Plats are incorporated herein and made a part hereof by reference thereto;

WHEREAS, Declarant intends to develop on lands, including the real property described above, developments to be known as Lee Ridge Subdivision and Pebble Creek Subdivision (hereinafter sometimes referred to as the "Development"); and

WHEREAS, Declarant has caused the Association (as hereinafter referred) to be formed as a non-profit civic organization to perform certain functions for the common good and general welfare of the Owners (as hereinafter referred).

NOW, THEREFORE, Declarant hereby declares that all of the properties referenced above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. Association. "Association" means the The Homeowners' Association for Pebble Creek and Lee Ridge Subdivisions, Inc. (a non-profit corporation organized under the Georgia Nonprofit Corporation Code), its successors and assigns.

Section 2. Board. "Board" means the Board of Directors of the Association.

Section 3. By-Laws. "By-Laws" means the By-Laws of the Association.

Section 4. Common Property. "Common Property" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. Declarant shall have the right to designate the Common Property which Declarant shall turn over to the Association, but prior to the first loan being made which is backed by a FHA or VA insured mortgage, all Common Property should be conveyed and all improvements located thereon completed. It is contemplated that Declarant may convey certain portions of additional property to the Association as "green space" for recreation areas without improvements thereto and the Association shall accept such areas as Common Property. Additionally, for the benefit of the Owners, the Declarant has reserved a portion of the Property for an entrance area, which shall be maintained by the Association. The entrance area is a large area, which includes easement rights which have been obtained by Declarant to adjacent properties. For so long as such easement rights exist, the easement areas shall be included within the Common Property and maintained by the Association.

Section 5. Declarant. "Declarant" shall mean and refer to Land Star Development, LLC, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, and if Land Star Development, LLC transfers to such successors or assigns their rights as Declarant by written instrument. Any successor or assign that has become Declarant as provided for herein may also transfer Declarant's rights as set forth herein.

Section 6. Lot. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 7. Member. "Member" means any member of the Association.

Section 8. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. Property or Properties. "Property or Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 10. Restrictions. "Restrictions" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

Section 11. Structure. "Structure" means:

- (a) Any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;
- (b) Any excavation, grading, fill ditch, diversion dam or other thing, or device which affects

or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (c) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (b) of this Section 12 applies to such change.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, together with the right of the Declarant, for so long as Declarant is a Class B member to authorize reasonable use of the Common Area for outside groups and thereafter for the Association to do likewise;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Declaration of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and Declarant shall be entitled to one (1) more vote than the total of all Lots owned by all other Owners collectively. A builder who holds Lots for resale shall not have voting rights, as Declarant shall control such votes. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) At the time that one-hundred percent (100%) of the lots, excluding the two Amenity Lots, have been sold; or
- (b) Until such time as Declarant surrenders the Class B membership by written notification signed by Declarant and delivered to the Class A members.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) the initial membership fee, (2) annual assessments or charges, and (3) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The initial membership fee, annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the Common Areas in Lee Ridge Subdivision and Pebble Creek Subdivision. Lee Ridge Owners in good standing as members of the Association shall also have access to the Common Area and amenities of Pebble Creek Subdivision.

- (a) Uniform Rate of Assessment. All annual assessments shall be fixed at a uniform rate for all Lots.
- (b) Purpose. Assessments shall be levied against the Lot owners and the Lots to defray the common expenses of the Property. The common expenses of the Property shall be all the expenditures which are made or incurred by or on behalf of the Association in connection with the exercise of its powers and responsibilities, and shall include but not be limited to the following:
 - i. All expenses related to the maintenance and repair of the storm water detention or management facilities located on the subject property.

- ii. Premiums for all insurance policies maintained by the Association;
- iii. The expenses of performing maintenance, repair, renovations, restoration and replacement work which is the responsibility of the Association hereunder;
- iv. Such other costs and expenses as may be determined from time to time by the Board of Directors to be common expenses;
- v. In the event that the Association fails or defaults on tax liabilities and maintaining the Amenity Lots or common areas within the subdivision, each Lot Owner will be responsible for paying the pro-rated fees as required for grounds, pools, tennis courts, common structures and building maintenance and paying local and federal taxes and fees associated with the common areas, such as Amenity Lots within the subdivision.
- vi. Funds shall be collected from each Lot Owner to cover the cost levied by the Association for a minimum of twelve (12) months. At the time of transfer of Ownership from the Declarant to the Association, reserve funds shall be made available to cover the cost of operation, maintenance and taxes of the Amenity Lots for a minimum of twelve (12) months. The amount of the reserve funds shall be based on reasonable and normal costs associated with operation and maintenance of the Amenity Lots. However, in lieu of reserve funds, the Declarant shall execute documents and contract agreements committing the Declarant or Developer to pay for all of the Association's minimum operations and maintenance for a one year period. The amount of commitment by the Declarant shall be equal to the one year required operations and maintenance cost minus the amount that been collected by the Association or the Declarant for the purpose of reserve funds associated with the maintenance and operations of the Amenity Lots and other common items.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per year, per Lot, prorated.

- (a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above Five percent (5%) by a vote of two-thirds (2/3) of each class of members, who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) There shall be a one-time initial membership fee of Three Hundred Dollars (\$300.00) for each owner in addition to the annual assessments, and which amount may be used by Declarant to reimburse Declarant or Declarant's predecessors for the actual costs incurred in improving the common areas with a swimming pool, tennis courts or additional amenities, signage, landscaping, watering systems, and related expenses.
- (d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements And Declarant Reserve. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personality related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The funds in this account will be for the use and benefit of the Association for operating or capital expenses at the time the Association is controlled by the owners. The Reserve shall be used for any repairs to the Common Area which are considered necessary by the Owners and Declarant shall have no obligation beyond the provision of the Reserve to make any repairs or improvements whatsoever. Each Owner, by acceptance of a deed, acknowledges that Declarant shall have no additional obligations for repairs or maintenance at such time as Declarant surrenders its Class B membership and turns control of the Reserve to the Association.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or annually as determined by the Board.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments and initial membership fee provided for herein shall commence as to all Lots on the date of the conveyance of the Lots from the Declarant or a builder to the Owner and from the date of conveyance of the Lots from one Owner to the next Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot. Anything contained herein to the contrary notwithstanding, Declarant and any owner of a Lot held solely for resale by a person building a residence thereon, on behalf of themselves and their successors and assigns, covenant and agree to pay the annual assessment for each lot owned by Declarant and said builder which contains an occupied residence; provided, however, Declarant and such builder shall not be responsible for assessments on Lots not containing an occupied residence for so long as Declarant or such builder funds any deficit which may exist between assessments and the annual expenses of the Association. At the time Declarant fails to fund any deficit that exists between the annual assessments and the expenses, all Lots shall be fully subject to the annual assessment. Failure of Declarant to meet its obligation to fund budget deficits or to pay assessments, if required, shall constitute a lien against the land Declarant owns in the aforementioned subdivision. Declarant's obligation to fund such deficit shall be cumulative of

all years in which there is a Class B member, however, such that Declarant shall have the right to make advances to fund such deficit or make loans to the Association to fund such deficit and Declarant shall have the right to be repaid from dues or assessments received by the Association as funds become available in later years. Every Owner, by acceptance of a deed to a Lot, acknowledges that Declarant's obligation to fund deficits is conditioned upon Declarant's right to recoup such funds at such time as the assessments received exceed the actual operating expenses of the Association. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge of Ten Dollars (\$10.00) or ten percent (10%) of the amount due, whichever is greater, and shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof; shall extinguish the lien of such assessments as to payments which became due prior -to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee - Creation and Composition. An Architectural Control Committee (the "ACC") shall be established consisting of three (3) individuals to be appointed by the Board of Directors; provided, however, that for so long as Declarant owns a Lot, Declarant shall appoint the ACC unless Declarant surrenders the right to appoint the ACC by written document.

Section 2. Purpose, Powers and Duties of the ACC. The purpose of the ACC is to review and approve any proposed installation, construction or alteration of any Structure on any Lot. All plans shall be submitted to the ACC for approval (a) as to whether the proposed installation, construction or alteration is in conformity and harmony of dwelling size, external design and general quality with the existing standards of the neighborhood and with the standards of the Development, and (b) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the ACC shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such

purpose including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot. The ACC shall further have the power to approve or disapprove requests for variances from the standards, provided that no variance shall be granted without good cause shown therefore.

Section 3. Officers, Subcommittees and Compensation. The members of the ACC shall appoint a Chairman from among their number and may appoint from among their number such other officers and subcommittees of members of the ACC as they shall from time to time determine necessary. The members of the ACC shall be reimbursed by the association for traveling expenses and other out-of-pocket costs incurred in the performance of their duties as members of the ACC.

Section 4. Operations of the ACC.

- (a) Meetings. The ACC shall from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "Design Standards") for the purposes of:
- (i) governing the form and content of plans and Specifications to be submitted to the ACC for approval pursuant to the provisions of this Declaration;
 - (ii) governing the procedure for such submission of plans and specifications;
 - (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural style, exterior colors and materials, details of construction, location and size of Meetings. The ACC shall hold regular meetings at least once every three (3) months or more often as may be established by the ACC. Special meetings may be called by the Chairman and shall be called by the Chairman upon the written request of a majority of the members of the ACC then in office. Regular and special meetings of the ACC shall be held at such time and at such place, as the ACC shall specify. Notice of each regular or special meeting of the ACC shall be mailed to each member thereof at his usual place of business at least three (3) days before the day the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called. Notice of a meeting need not be given to any member of the ACC who signs a waiver of notice either before or after the meeting. Attendance of a member of the ACC at a meeting shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the ACC the presence of a majority of the members of the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC. In the absence of a quorum, any member of the ACC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. The ACC shall maintain both a record of votes and minutes for each of its meetings. The ACC shall make such records and minutes available at reasonable places and times for inspection by Members of the Association and by the Secretary. Any action required to be taken at a meeting of the ACC, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the members of

the ACC and be filed within the minutes of the proceedings of the ACC. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ACC.

(b) Activities. The ACC shall adopt and promulgate the Design Standards described in Section 5 hereof and shall, as required, make findings, determinations, rulings, and orders with respect to the conformity with said Design Standards of plans and specifications to be submitted for approval by the ACC pursuant to the provisions of this Declaration. The ACC shall, as required, issue permits, authorizations, or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

Any two (2) or more members of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as may be specified by resolution of the ACC, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more members with respect to the matters specified shall be final and binding upon the ACC and upon any applicant for an approval, permit or authorization, subject, however, to review and modification by the ACC on its own motion or appeal by the applicant to the ACC as provided in this paragraph (ii). Written notice of the decision of such two (2) or more members shall, within five (5) working days thereof, be given to any applicant for an approval, permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the ACC. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by the ACC, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the ACC with respect to such matter shall be final and binding.

Section 5. Design Standards.

- (a) The ACC shall from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "Design Standard") for the purposes of:
- (i) governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of this Declaration;
 - (ii) governing the procedure for such submissions of plans and specifications;
 - (iii) establishing guideline with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures and all other matters that require approval of the ACC pursuant to this Declaration; and
 - (iv) assuring the conformity and harmony of external design and general quality of the Development.
- (b) The ACC shall make a published copy of its current Design Standards readily available to Members and prospective Members of the Association and to all applicants seeking the ACC's approval.

Section 6. Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot nor shall any existing Structure upon any

Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC in the Design Standards, including where applicable, and without being limited to:

- (a) a site plan showing the location of all proposed and existing Structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof and all siltation and erosion control measures;
- (b) a foundation plan;
- (c) a floor plan and exterior elevations of all proposed Structures;
- (d) alterations to existing Structures, as such Structures shall appear after all back filling and landscaping are completed;
- (e) specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures; and
- (f) plans for landscaping and grading.

Section 7. Approval of Plans and Specifications. Upon approval by the ACC of any plans and specifications submitted pursuant to this Declaration, one (1) copy of such plans and specifications, as approved, shall be deposited for permanent record with the ACC and a copy of such plans and specifications bearing such approval, in writing shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

Section 8. Disapproval of Plans and Specifications. The ACC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration for any of the following reasons:

- (a) the failure to include information in such plans and specifications as may have been reasonably requested;
- (b) the failure of such plans or specifications to comply with this Declaration or the Design Standards; (c) any other matter which, in the judgment of the ACC, would be likely to cause the proposed installation, construction or alteration of a Structure (i) to fail to be in conformity and harmony of external design and general quality with the standards of the Development as set forth in the Design Standards, or (ii) as to location to be incompatible with topography, finished ground elevation and surrounding Structures. In any case in which the ACC shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

Section 9. Obligation to Act. The ACC shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by ACC to take action within thirty (30) days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

Section 10. Inspection Rights. Any employee or agent of the Association or the ACC may, after reasonable notice, at any reasonable time or times, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Association, nor the ACC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

Section 11. Violation. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the ACC such violation shall have occurred, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the violation, then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as provided in Article VIII, Section 2 hereof.

Section 12. Certification of Compliance.

- (a) Upon completion of the installation, construction or alteration of any Structure in accordance with plans and specifications approved by the ACC, the ACC shall, upon written request of the Owner thereof or upon the ACC's own initiative, issue a Certificate of Compliance, identifying such Structure and Lot upon which such Structure is placed, and stating that the plans and specifications have been approved and that, such Structure complies with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the ACC.
- (b) Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrances in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Article, provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the ACC of the actual construction of Structures or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment. The issuance of the Certificate shall in no way be construed to certify to any party that the Structures have been built in accordance with

any applicable rule or regulation other than those of the ACC.

Section 13. Fees. The ACC may impose and collect a reasonable and appropriate fee to cover the cost of inspection performed pursuant to Section 10. The fee shall be established from time to time by the ACC and published in the Design Standards.

Section 14. Non-Discrimination by ACC. The ACC shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, age or natural origin. Further, the ACC in the exercise of its powers granted pursuant to this Declaration shall not take any action the intent or effect of which is to discriminate against persons of a particular race, color, sex, religion, age or national origin.

Section 15. Liability for Defects. The Declarant, The Association, the board of Directors, officers of the Association, or the ACC shall not be liable for any defects in any plans and specifications which it approves.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon:

Section 1. Residential Use. All Lots shall be restricted exclusively to single-family residential use; provided, however, that nothing herein shall be construed to prohibit or prevent Declarant or any builder of residences on the Property from using any Lot owned by Declarant or such builder for the purpose of carrying on business related to the development, improvement and sale of Lots and/or new homes on Lots and Declarant shall have the right to use any building located on the Common Property for sales offices or other sales purposes until the last Lot owned by Declarant has been conveyed to an Owner. The Architectural Control Committee shall have the right to reconfigure or re-subdivide Lots, as well as the right to reconfigure the roads located on the Property and Additional Property. This right shall include the right of the Declarant to reroute roads through previously platted Lots owned by Declarant, or with the consent of the owner of said Lot.

No Lot shall be used for any purpose except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed 2 ½ stories in height and a private garage for not less than two cars.

No Lot may be re-subdivided nor may more than one dwelling may be placed on a lot.

No schools, churches, kindergartens, temporary buildings, shacks, tents, utility buildings, mobile homes, modular homes, relocatable or relocated homes shall be placed or maintained on any Lot, except that temporary construction buildings and sales offices may be placed by Declarant during the construction and sales phase of the subdivision.

Section 2. Common Area. The Common Area, including all amenities, shall be used by the Owners and Declarant, and their agents, servants, tenants, family members, invitees and licensees for such purposes as may be authorized by the Association. Further, Declarant is the owner of certain real property located in Oconee County, Georgia and being all of that tract or parcel of land as designated on a Plat for Lee Ridge Subdivision as per Plat recorded in Plat Book 36, Pages 467-469, Oconee County, Georgia records, and on a Plat for Pebble Creek Subdivision as per Plat recorded in Plat Book ~~37~~, Pages ~~197-200~~ Oconee County, Georgia records, which Plats are incorporated herein and made a part hereof by reference thereto. The Common Area, including all amenities, shall be used by the Owners, their agents, servants, tenants, family members, invitees, and licensees for such purposes as may be authorized by the Association.

Section 3. Debris. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's Lot so as to render the same unsanitary, unsightly or offensive. However, Declarant and Builders shall be allowed to permit construction debris to accumulate during construction in accordance with usual and customary building practices. No nuisance shall be permitted to exist upon any portion of the Property.

Section 4. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot except for the initial construction of residences and development of the Property unless the same is approved by the Architectural Control Committee.

Section 5. Signs. No signs whatsoever shall be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof; except:

- (i) such signs as maybe required by legal proceedings;
- (ii) not more than one "For Sale" or "For Rent" sign, which is subject to the approval of the Architectural Control Committee, provided, however, that in no event shall any such sign be larger than six (6) square feet in area;
- (iii) directional signs for vehicular or pedestrian safety;
- (iv) entry signs used to identify the Subdivision, marketing signs used to advertise the Subdivision by Declarant and in conjunction therewith brochure holders;
- (v) two additional signs (each having no more than six (6) square feet in area) may be used by Builders, which signs are subject to the approval of the Architectural Control Committee; and
- (vi) following the consummation of the sale of any Lot, the sign located thereon shall be removed immediately.

Section 6. Fences. No chain link or cyclone fences maybe placed on the property, except that Declarant may, but is not required to, place such fences on the Common Area or on the perimeters of the Property should Declarant deem it necessary.

Section 7. Vehicles, Recreational Vehicles, Trailers, etc. Recreational vehicles, trailers, campers, trucks (except pickups and vans), travel buses or any such equipment must be parked in extreme rear of property and sufficient natural cover erected to shield same from visibility from all streets. No inoperative vehicle shall be parked on any Lot for any period of time in excess of five (5) days. No owners or occupants of any lot or parcel of land shall repair or restore any vehicle of any kind upon any lot or upon any parcel of land, except for emergency

repairs, and then only to the extent necessary to enable the movement thereon to a proper repair facility. Vehicles shall not be parked on any subdivision street or on any Lot including the driveway so as to be visible from the street for periods of more than twenty-four (24) continuous hours. The term vehicles, as used in this paragraph, shall include motor homes, boats, trailers, trucks, buses, motorcycles, and automobiles.

Section 8. Recreational Equipment. No recreational and playground equipment shall be placed or installed on any Lot which is visible from the street abutting such Lot without the approval of the Architectural Control Committee.

Basketball goals shall be set behind the front of the dwelling as such dwelling fronts on the street abutting such Lot or, if set in front of the dwelling, shall be of the collapsible type and shall be kept in the garage overnight. All basketball goals shall be subject to the approval of the Architectural Control Committee.

Section 9. Accessory Structures. A detached accessory structure may be placed on a Lot to be used for a playhouse, a swimming pool, tennis court, a tool shed, a mailbox, a dog house or a garage; a garage may also be a detached accessory structure. Such accessory structures shall not exceed twenty (20) feet in height and shall conform in exterior design and quality to the dwelling on the same Lot. With the exception of a garage that is attached to a dwelling, an accessory structure placed on a Lot shall be located only behind the dwelling as such dwelling fronts on the street abutting such Lot. Such accessory structures shall also be located with such side and rear setback lines as may be required hereby or by applicable zoning law. However, there shall be no lighting for tennis courts or any other outside lighting on any Lot except as may be approved by the Architectural Control Committee, and except for one decorative post light, seasonal decorative lights at Christmas time, and illumination of a model home by Declarant. All free standing accessory structures must be approved in advance, in writing, by the Architectural Control Committee.

Section 10. Improvement of Lots. All construction of dwellings, accessory structures and all other improvements on the Property shall be undertaken and completed in accordance with the following conditions:

- (a) All construction shall be carried out in compliance with the laws, code, rules, regulations and orders of all applicable governmental agencies and authorities.
- (b) Only ornamental plants and shrubbery shall be allowed between the rear of the dwelling and any street line.
- (c) Concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any dwelling or accessory structure constructed or placed on any Lot.
- (d) No Lot or property shall be used as a dumping ground for rubbish or garbage. All garbage containers shall be decoratively screened so as not to be visible from the street or adjoining Lots. However, Declarant shall be allowed to dump and bury construction debris and trees on Lots as needed for efficient construction.
- (e) Only one mailbox shall be located on any Lot, which mailbox shall be selected to be consistent with the quality and design of surrounding dwellings and mailboxes and shall be placed and maintained to complement the dwelling to which it is appurtenant to the extent such mailbox is permitted to be located and maintained by the United States Postal Service, its successors and assigns. All mailboxes shall be of a standard type as prescribed by the ACC.

- (f) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any Lot except for purposes of construction of a dwelling or accessory structure on such Lot nor shall any such building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the construction in which such materials or devices are to be used.
- (g) No exposed above-ground tanks for the storage of fuel or water or any other substance shall be located on any Lot other than apparatus relating to solar energy, the location and design of which must first be approved by the Architectural Control Committee. No solar collector panels of any description shall be mounted on the front or side of any structure or on the Lot from the rear of the dwelling forward toward the street upon which said Lot is adjacent.
- (h) Adequate off-street parking shall be provided for each Lot.
- (i) All garages must have doors, and each garage door must be coordinated in design and color with the dwelling to which it is appurtenant.
- (j) Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any curbing or street resulting from construction on such Lot; repairs of such damage must be made within thirty (30) days after completion of such construction.
- (k) Exterior TV or radio receiving equipment, which extends more than six feet above the highest part of the roof, shall not be permitted. No free standing antennas whatsoever are permitted on any Lot except that each Lot shall be permitted one (1) satellite dish not to exceed thirty-two inches (32") in diameter. The word "antenna" as used herein shall include any and all devices designed to receive or transmit any type of communication signal.
- (l) The front and side yards of all Lots shall be sodded.
- (m) No vinyl siding shall be used to construct dwellings on any Lot.
- (n) No slab on grade; all dwellings must be on crawl space.
- (o) No trees which are left on the lot after the dwelling is constructed shall be removed without the express consent of the ACC, except for diseased or dead trees, trees needing to be removed to promote the growth of other trees, or trees in the way of construction of an in ground swimming pool, rear yard play facility, or fence.
- (p) No fence shall be located any closer to the front of a Lot than the rear corners of the dwelling situated on the Lot. All fences shall be approved by the ACC prior to installation.
- (q) No conservation corridor or buffer as may be shown on the Future Land Use Plan shall be disturbed except as permitted by the Plan.
- (r) All land disturbance activities within the Development shall meet the requirements of the Wetlands Protection Ordinance of Oconee County.

Section 11. Animals. No animals, including birds, insects and reptiles, maybe kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No livestock or poultry of any kind shall be kept on any Lot. "Livestock" as used herein shall be defined as those animals as, from time to time, are so defined by the Georgia Department of Agriculture as being livestock. No more than four (4) dogs maybe kept on any Lot.

Section 12. Accessory Structures Installed by Declarant. Entry signs, fences, walls and

landscaping installed by Declarant on the Property shall be and are hereby dedicated to the use and benefit of all owners, and shall not be removed or altered without a two-third (2/3) vote of the Association Class A members. All accessory structures installed by Declarant shall have attached thereto a perpetual nonexclusive easement, including an easement for ingress and egress to the structure, for the purposes of maintaining the structure including replacing it with one of equal or smaller size. The Owners shall have the right at all reasonable times of ingress and egress over the land of any Lot to reach the structure from the nearest public street for purposes of maintaining the structure, making seasonal plantings of flowers, pruning and cutting the growth of trees and vegetation, so that the structures remain as visible as of the date of erection thereof and replacing the structure with one of equal or smaller size.

Section 13. Miscellaneous Fixtures. To provide a neat, attractive and harmonious appearance throughout the neighborhood, no awnings, shades or window boxes shall be attached to, or hung or used on the exterior of; any window or door of any house; and no railings, fences, or walls shall be installed or constructed upon any lot or parcel of land without the prior written consent of the Architectural Control Committee. Further, no foil or other reflective material shall be used on any windows or sunscreens, blinds, shades or for any other purpose, nor shall any window mounted heating, air-conditioning or fan units be permitted. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited, unless they are not visible from any view from any street and shall not be erected, placed or maintained upon any Lot or parcel of land, nor shall any clothing, rugs or other items be hung on any railing, fence, hedge or wall unless so as to be not visible from any view from the street.

Section 14. Firearms. The discharge of firearms on any Lot or any of the Common Property is prohibited. The term "firearms" shall include "B-B" guns, pellet guns, and firearms of all types.

Section 15. Tennis Courts and Recreation Area Restrictions. There shall be no lighted tennis courts on any Lot and there shall be no regularly organized team sports on any ball field which may be established on the Common Property.

ARTICLE VII

EASEMENTS, ZONING AND OTHER RESTRICTIONS

Section 1. Easements.

- (a) Declarant hereby expressly reserves to the Declarant, its successors and assigns forever, the right to create perpetual easements in, on, over and under any part of the Property owned by Declarant for any purpose which Declarant deems necessary, including, by way of example, and not limitation, the following:
- (i) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television and other utilities and similar facilities;
 - (ii) the erection, installation, construction and maintenance of storm water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, water and heat, and for any other public or quasi public facility, service or function;
 - (iii) slope control purposes, including the

- right to grade and plant slopes and to prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow; (iv) the planting or replanting of hedges, shrubbery, bushes, trees, flowers and plants of any nature; (v) the erection, installation, construction, and maintenance of fences, walls, monuments, signs, etc along streets in, around and along and at entrances to the Development, and the right to landscape such areas, plant, re-plant and prune hedges, shrubbery, bushes, trees, flowers, grass and plants of any nature.
- (b) No Owner shall have any right to use any easement created by the Declarant in, on or over any portion of the Property, unless such easement has been assigned by the Declarant to the Association.
- (c) The Declarant hereby reserves for itself, its successors and assigns, across the initial phase of the Property perpetual easements appurtenant to and for the following uses and purposes:
- (i) An easement for ingress and egress by vehicular and pedestrian traffic over such drives, roadways, walkways and paths as are shown on the plat or plats recorded in connection with the initial phase of the Property, and such drives, roadways, walkways and paths as may be constructed in the future; and
 - (ii) An easement for the purpose of installing, operating, maintaining and replacing wires, pipes, conduits and other structures and facilities necessary to the furnishing of gas, water, sewerage, storm drainage, electricity, streetlights, telephone, and other utilities and services, including the right to use in common with the owners in the initial phase of the Property, the wires, pipes, conduits, and other structures and facilities furnishing such utilities and services to such Owners.
- (d) In addition to the above, the Declarant hereby grants a general easement in favor of utility, cable television and other such service companies across the Property to maintain, repair, replace and service wires, pipes, conduits, streetlights and other structures and facilities provided for the benefit of the Owners.
- (e) The easements created in this Article VII are in addition to any easements or rights created elsewhere in this Declaration or in other easements of record. The provisions of this Article VII may not be amended without the written consent of the Declarant, its successors and assigns.

Section 2. Easement Area. The words "Easement Area" as used herein shall mean those areas on any Lot with respect to which easements are shown on a recorded deed, or on any filed or recorded map or plat relating thereto, or on any structure existing at the time that the Lot upon which the structure exists is conveyed by the Declarant.

Section 3. Entry. The Declarant and its employees, agents, successors and assigns shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Article.

The Declarant and its employees, agents, successors and assigns shall be responsible for leaving

each Lot in good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provisions of Section 1.

Section 4. Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.

ARTICLE VIII

ENFORCEMENT

Section 1. Right of Enforcement. This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) the Declarant so long as it is an Owner, (ii) the Association and (iii) each owner, his legal representatives, heirs, successors and assigns. Should any action be brought to enforce any of these covenants, the prevailing party shall be entitled to an award for its reasonable attorney's fees.

Section 2. Right of Abatement.

- (a) Except where different notice provisions are provided in Article V, Section 11 and Article VI, Section 14, in the event of a violation or breach of any Restriction contained in this Declaration, the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach, and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of such written notice, then the Association shall have the Right of Abatement.
- (b) The Right of Abatement, as used in this Section and Article V, Section 11 and Article VI, Section 14 hereof, means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section, and with the cost thereof, including the costs of collection and reasonable attorney's fees, together with interest thereon at the lower of the highest rate permitted by law or Twelve percent (12%) to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of Section 4 hereof. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only (i) such liens for taxes or other public charges as are by applicable law made superior, (ii) the liens created by Section 4.01 hereof and (iii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to

purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction, repair or alteration of Structures.

Section 3. Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Declarant, the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by, this Declaration; and, therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof

Section 4. Collection of Assessments and Enforcement of Lien.

(a) If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may bring either an action at law against the owner personally obligated to pay the same, or an action to foreclose any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorney's fees.

(b) As an additional remedy, but in no way as a limitation on the remedies, if any assessment, interest, cost or other charge is not paid as required by this Declaration, each Owner hereby grants to the Association and its assigns the following irrevocable power of attorney to sell -the said Lot or Lots subject to the lien at auction, at the usual place for conducting sales at the Courthouse in Oconee County, Georgia, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriff's advertisements for Oconee County, Georgia are published, all other notice being hereby waived by each Owner, and the Association or any person on behalf of the Association, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each owner hereby constitutes and appoints the Association and assigns, the agent and attorney in fact of each owner to make such recitals, and hereby covenants and agrees that the recitals so to be made by the Association, or assigns, shall be binding and conclusive upon the Owner whose property is the subject matter of such sale, and the heirs, executors, administrators and assigns of such Owner, and that the conveyance to be made by the Association or assigns, shall be effectual to bar all equity of redemption of such Owner, or the successors in interest of such Owner, in and to said Lot or Lots, and the Association or assigns shall collect the proceeds of such sale, and after reserving there from the entire amount of assessment, interest, cost or other charge due, together with all costs and expenses of sale and fifteen percent of the aggregate amount due for attorney's fees, shall pay any excess to such Owner, or to the heirs or assigns of such owner as provided by law. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

(c) Each owner, by acceptance of a deed conveying a lot subject to this section, waives any right which Owner may have under the Constitution or the laws of the State of

Georgia or the Constitution or laws of the United States of America to notice or to a judicial hearing prior to the exercise of any right or remedy provided by this section, and owner waives Owner's rights, if any, to set aside or invalidate any sale duly consummated in accordance with the provisions of this declaration on the ground (if such be the case) that the sale was consummated without a prior judicial hearing. All waivers by Owner in this paragraph have been made voluntarily, intelligently and knowingly, after Owner has first been allowed the opportunity to consult legal counsel with respect to Owner's possible rights.

Section 5. No waiver. The failure of the Declarant, the Association, or the Owner of any Lot, his or its respective legal representatives, heirs, successors and assigns, to enforce any restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

ARTICLE IX

DURATION AND AMENDMENT

Section 1. Duration and Perpetuities.

(a) The provisions of these covenants shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law. Provided, however, so long as Georgia law limits to twenty (20) years, the period during which covenants restricting lands to certain uses may run, any provisions of these Covenants affected thereby shall run with and bind the land for a period of twenty (20) years from the date these Covenants are filed for record in the Office of the Clerk of the Superior Court of Oconee County, Georgia, after which time such provisions shall be automatically extended, if permitted by law, for successive periods of ten (10) years, unless an Instrument, signed by at least seventy-five percent (75%) of the then Owners of record and the holders of first mortgages on their Lots has been recorded In the Office of the Clerk of said Court, agreeing to terminate or change such provisions in whole or in part. Every purchaser or grantee of any interest in any portion of the Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the provisions of these Covenants may be extended and renewed as provided in this section.

(b) If any of the covenants, conditions, restrictions, easements or other provisions of these Covenants shall be unlawful, void or voidable for violation of the Rule Against Perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Her Majesty Queen Elizabeth II, the Queen of England.

Section 2. Amendment. These Covenants may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to these Covenants, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to these Covenants,

or (iv) if such amendment is necessary to enable any governmental agency, such as the Federal Housing Administration, the Veterans Administration, or reputable private insurance company to insure mortgage loans on the Lots subject to these Covenants; provided any such amendment shall not adversely affect the title to any Owner's Lot, unless any such Owner so affected thereby shall consent thereto in writing. These Covenants may be amended at any time and from time to time by an agreement signed by at least Seventy five percent (75%) of the Owners; provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant, if Declarant is the owner of any real property subject to these Covenants; and provided further, however, no amendment affecting the Declarant's right to add additional property shall be effective unless also signed by the Declarant. No amendment to the provisions of these Covenants shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot or the Common Area affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record in the Office of the Clerk of the Superior Court of Oconee County, Georgia. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. Every purchaser or grantee of any interest in any real property now or hereafter subject to these Covenants, by acceptance of a deed or other conveyance therefore, thereby agrees that these Covenants may be amended as provided in this Section.

ARTICLE X

MISCELLANEOUS

Section 1. Other Changes. Notwithstanding any other provisions hereby which may be construed to the contrary, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Declarant) of the individual Lots in the Development have given their prior written approval, the Association shall not be entitled to:

- (a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the clause);
- (b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;
- (c) by act or omission change, waive or abandon, any scheme of regulations, or enforcement thereof; pertaining to the architectural design or the exterior appearance of dwellings on the Lots of the Development, the exterior maintenance of Lots and improvements thereon, the maintenance of the Common Property or party walks or common fences or common roadways and driveways, or the upkeep of lawns and plantings in the Development;
- (d) failure to maintain fire and extended coverage on insurable Association Common Property if any, on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);
- (e) use hazard insurance proceeds for losses to any Association Common Property for other than the repair, replacement or reconstruction of such property.
- (f) First mortgagees of Lots in the Development may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Association's Common Property and may pay overdue premiums on hazard insurance

policies or secure new hazard insurance coverage on the lapse of a policy, for such Common Property and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association. Despite any other provision of this Declaration which may be interpreted otherwise, it is expressly intended that no Owner or any other party have priority over any rights of the first mortgagee of a Lot pursuant to its mortgage or security deed in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Association Common Property.

(g) In addition to the rights of mortgagees elsewhere provided, each first mortgagee of a Lot, upon request, shall (i) be entitled to written notice from the Association of any default in the performance of his obligations under the Development documents of an Owner which is not cured within sixty (60) days; (ii) be entitled to attend and observe all meetings of Owners, but not meetings of the Board; (iii) be entitled to be furnished copies of annual financial reports made to the Owners; and be entitled to inspect the financial books and records of the Association during reasonable business hours.

Section 3. No Reverter. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

Section 4. Severability. A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

Section 5. Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

Section 6. Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

Section 7. Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consents of any kind made pursuant to this Declaration, whether made by the Declarant, the Association, the ACC, the Owner, or any other person, shall be in writing. All such writings shall be sufficient only if deposited in the United States Mail, with sufficient postage, and sent to the following addresses:

- (a) Declarant: Land Star Development, LLC, 123 North Broad Street, Winder, Georgia
- (b) Owners: Each Owner's address as registered with the Association in accordance with the By-Laws. Any written communication transmitted in accordance with this Section 7 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail.

Section 8. No Liability. Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every owner, by acceptance of a deed conveying a Lot acknowledges that Declarant shall have no such liability.

Section 9. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties (except as set forth herein); dedication of Common Property; and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 15 day of April, 2008.

Declarant: Land Star Development, LLC

By: [Signature]
Ludger W. Lanthier

Title: _____
Managing Member

Signed, sealed and delivered, this 15 day of April, 2008.

[Signature]
WITNESS



[Signature]

Consented to:

Lee Ridge Homes, LLC.,
A Georgia Limited Liability
Company

By: [Signature]
Ludger W. Lanthier
Managing Member

Signed, sealed and delivered, this 15 day of April, 2008.

[Signature]
WITNESS



[Signature]